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Attorneys for Plaintiff ROBERT ETRI

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT ETRI, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

ONE MEDICAL GROUP, INC.

Defendant.

Case No. 4:22-cv-02504 YGR

CLASS ACTION

**JOINT STATEMENT RE ARBITRATION
STATUS**

Hon. Yvonne Gonzalez Rogers

1 Plaintiff Robert Etri (“Plaintiff”) and Defendant One Medical Group, Inc. (“One Medical”)
2 (collectively, “Parties”), by and through their attorneys of record, file this Joint Statement to report on
3 the status of arbitration.

4 On July 29, 2022, this Court entered its Order Granting Stipulation To Refer Claims To
5 Arbitration And Conditionally Closing Case For Statistical Purposes, which directed that the “parties
6 shall notify the Court within 14 days of the completion of the arbitration or file a Joint Statement
7 reporting on the status of the arbitration no later than 180 days from entry of this Order, whichever
8 occurs first.” (Dkt. No. 21.)

9 The status of the arbitration is as follows: Plaintiff filed his demand for arbitration requesting
10 an order declaring the parties’ arbitration agreement invalid and unenforceable under *McGill v.*
11 *Citibank*. Respondent filed its answering statement denying all liability and asserting that the parties’
12 arbitration agreement is valid and enforceable and that *McGill* is inapplicable for multiple independent
13 reasons. Pursuant to the Consumer Arbitration Rules of the American Arbitration Association (AAA),
14 a telephonic Preliminary Hearing was held on January 19, 2023, before Arbitrator Diana Kruze. The
15 parties stipulated and the Arbitrator agreed to first evaluate the validity of the parties’ arbitration
16 agreement prior to discussing scheduling of the merits. The Arbitrator set the following motion
17 schedule:

- 18 • The opening brief from Respondent will be filed and served on or before
19 February 28, 2023.
- 20 • The opposition brief from Claimant will be filed and served on or before
21 March 21, 2023.
- 22 • The reply brief will be filed and served on or before March 31, 2023.
- 23 • An optional hearing shall take place via zoom on April 10, 2023 at noon pacific time.

24 The Arbitrator shall issue an order regarding the motion within 30 days after the hearing is closed.

25 Given the status and potential for additional arbitration proceedings regarding the merits, the
26 parties propose that they notify the Court within 14 days of the completion of the arbitration or file a
27 Joint Statement reporting on the status of the arbitration no later than 180 days from the filing date of
28 this Joint Statement, whichever occurs first.

1 Respectfully submitted,

2 Dated: January 25, 2023

EDELSBERG LAW, PA.

3 /s/Scott Edelsberg

4 Scott Edelsberg (330090)

5 Attorneys for Plaintiff

6 ROBERT ETRI

7 Dated: January 25, 2023

COOLEY LLP

8 /s/Leo P. Norton

9 Leo P. Norton (216282)

10 Attorneys for Defendant

11 ONE MEDICAL GROUP, INC.

12 **CIVIL LOCAL RULE 5-1(h)(3) ATTESTATION**

13 I, Leo P. Norton, attest that concurrence in the filing of this document has been obtained from
14 counsel for Plaintiff. Executed on January 25, 2023, in San Diego, California.

15 /s/Leo P. Norton

16 Leo P. Norton

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